

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

VICTAULIC COMPANY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 20-887 (CFC) (JLH)
	)	
ASC ENGINEERED SOLUTIONS, LLC,	)	
	)	
Defendant.	)	
_____	)	
	)	
ASC ENGINEERED SOLUTIONS, LLC,	)	
	)	
Counterclaim-Plaintiff,	)	
	)	
v.	)	
	)	
VICTAULIC COMPANY,	)	
	)	
Counterclaim-Defendant.	)	
_____	)	

**[DEFENDANT’S PROPOSED] VERDICT FORM**

**Instructions:** When answering the following questions and filling out this Verdict Form, please follow the directions provided throughout the form. Your answer to each question must be unanimous. Please refer to the Jury Instructions for guidance on the law applicable to the subject matter covered by each question.<sup>1</sup>

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<sup>1</sup> The following is subject to separation and revision depending on the Court's resolution of the parties' pending motions, particularly Victaulic's motions for summary judgment (D.I. 193, 197, 201), ASC's motion to exclude certain expert opinions (D.I. 212), ASC's motion for bifurcation (D.I. 258), and the parties' motions *in limine* (Exs. 15-16 to Proposed Joint Pretrial Order).

**I. FINDINGS ON CONTRACT ISSUES**

**Question 1 (Express License):** Did ASC prove, by a preponderance of the evidence, that Victaulic's infringement claims are barred by an express license granted to ASC under the Settlement Agreement?

(See Jury Instructions Section \_\_)

<b>YES</b> (for ASC)	<b>NO</b> (for Victaulic)

**Question 2 (Implied License):** Did ASC prove, by a preponderance of the evidence, that Victaulic's infringement claims are barred by an implied license granted to ASC under the Settlement Agreement?

(See Jury Instructions Section \_\_)

<b>YES</b> (for ASC)	<b>NO</b> (for Victaulic)

**Question 3 (Covenant Not to Sue):** Did ASC prove, by a preponderance of the evidence, that Victaulic's infringement claims are barred by the covenant not to sue in the Settlement Agreement?

(See Jury Instructions Section \_\_)

<b>YES</b> (for ASC)	<b>NO</b> (for Victaulic)

**Question 4 (Breach of Contract):** Did ASC prove, by a preponderance of the evidence, that Victaulic breached the covenant not to sue in the Settlement Agreement by filing its complaint for patent infringement against ASC?

(See Jury Instructions Section \_\_)

<b>YES</b> (for ASC)	<b>NO</b> (for Victaulic)

If you answered “YES” to Question 4, please proceed to Question 5.

If you answered “NO” to Question 4, please skip Question 5.

**Question 5 (Damages):** Did ASC prove, by a preponderance of the evidence, that it suffered damages as a direct result of Victaulic’s breach of the Settlement Agreement?

(See Jury Instructions Section \_\_)

<b>YES</b> (for ASC)	<b>NO</b> (for Victaulic)

If you answered “YES” to any of Questions 1, 2, 3, or 4, you must not answer any questions related to patent infringement and validity, or patent-infringement damages and willfulness. Please skip to the signature page.

Otherwise, continue to the next section.

## II. FINDINGS ON INFRINGEMENT

**Question 6 (Direct Infringement):** Did Victaulic prove, by a preponderance of the evidence, that ASC’s combination of any of the following SLT products with a second pipe element directly infringes any of the claims of the ’796 Patent listed below?

- FP7074SLT SlideLOK® Pre-Installed Cap & Coupling;
- SE5SLT SlideLOK® Pre-Installed End of Line Fitting;
- 20xxSF-SLT-xx-1 and -1.25 FLEXHEAD® SuperFlex ® Flexible Sprinkler Connections;
- FFP-xx-xx-SLT FlexHead Fire Pipe with SLT technology;
- FP7050SLT SlideLOK Preinstalled 90° Elbow and Coupling; and
- FP7060SLT SlideLOK Pre-Installed Tee & Coupling.

(“YES” is a finding in favor of Victaulic, and “NO” is a finding in favor of ASC.  
See Jury Instructions Section \_\_)

	If Yes, choose only one.		NO
	YES (literal infringement)	YES (under the doctrine of equivalents)	
Claim 1			
Claim 2			
Claim 3			
Claim 4			
Claim 5			
Claim 7			
Claim 9			
Claim 11			
Claim 12			

Claim 13			
Claim 14			
Claim 18			
Claim 19			
Claim 21			
Claim 22			
Claim 23			
Claim 24			
Claim 25			
Claim 28			
Claim 30			
Claim 31			
Claim 33			
Claim 34			
Claim 35			
Claim 41			
Claim 44			

**Question 7 (Induced Infringement):** Did Victaulic prove, by a preponderance of the evidence, that ASC indirectly infringed the '796 Patent by actively inducing another person or entity to combine any of the SLT products listed below with a second pipe element in a manner that directly infringes any the claims of the '796 Patent listed below?

- FP7074SLT SlideLOK® Pre-Installed Cap & Coupling;
- SE5SLT SlideLOK® Pre-Installed End of Line Fitting;
- 20xxSF-SLT-xx-1 and -1.25 FLEXHEAD® SuperFlex ® Flexible Sprinkler Connections;
- FFP-xx-xx-SLT FlexHead Fire Pipe with SLT technology;
- FP7050SLT SlideLOK Preinstalled 90° Elbow and Coupling; and
- FP7060SLT SlideLOK Pre-Installed Tee & Coupling.

(“YES” is a finding in favor of Victaulic, and “NO” is a finding in favor of ASC.  
See Jury Instructions Section \_\_)

	If Yes, choose only one.		NO
	YES (literal infringement)	YES (under the doctrine of equivalents)	
Claim 1			
Claim 2			
Claim 3			
Claim 4			
Claim 5			
Claim 7			
Claim 9			
Claim 11			
Claim 12			
Claim 13			

Claim 14			
Claim 18			
Claim 19			
Claim 21			
Claim 22			
Claim 23			
Claim 24			
Claim 25			
Claim 28			
Claim 30			
Claim 31			
Claim 33			
Claim 34			
Claim 35			
Claim 41			
Claim 44			

Continue to the next section.



**Question 8 (Contributory Infringement):** Did Victaulic prove, by a preponderance of the evidence, that ASC indirectly infringed the '796 Patent by contributing to another person or entity's direct infringement of any of the claims of the '796 Patent listed below?

("YES" is a finding in favor of Victaulic, and "NO" is a finding in favor of ASC.  
See Jury Instructions Section \_\_)

	If Yes, choose only one.		<b>NO</b>
	<b>YES</b> (literal infringement)	<b>YES</b> (under the doctrine of equivalents)	
Claim 1			
Claim 2			
Claim 3			
Claim 4			
Claim 5			
Claim 7			
Claim 9			
Claim 11			
Claim 12			
Claim 13			
Claim 14			
Claim 18			
Claim 19			
Claim 21			

Claim 22			
Claim 23			
Claim 24			
Claim 25			
Claim 28			
Claim 30			
Claim 31			
Claim 33			
Claim 34			
Claim 35			
Claim 41			
Claim 44			

Continue to the next section.

### III. FINDINGS ON VALIDITY

**Question 9 (Validity – Indefiniteness):** Did ASC prove, by clear and convincing evidence, that any of the claims of the '796 Patent listed below are invalid for indefiniteness?

(If you find the claim invalid for indefiniteness, answer “YES,” otherwise answer “NO.” “YES” is a finding in favor of ASC, and “NO” is a finding in favor of Victaulic. See Jury Instructions Section \_\_)

	YES	NO
Claim 1		
Claim 2		
Claim 3		
Claim 4		
Claim 5		
Claim 7		
Claim 9		
Claim 11		
Claim 12		
Claim 13		
Claim 14		
Claim 18		
Claim 19		
Claim 21		

Claim 22		
Claim 23		
Claim 24		
Claim 25		
Claim 28		
Claim 30		
Claim 31		
Claim 33		
Claim 34		
Claim 35		
Claim 41		
Claim 44		

Continue to the next section.

**Question 10 (Validity – Obviousness):** Did ASC prove, by clear and convincing evidence, that any of the claims of the '796 Patent listed below are invalid for obviousness?

(If you find the claim invalid for obviousness, answer “YES,” otherwise answer “NO.” “YES” is a finding in favor of ASC, and “NO” is a finding in favor of Victaulic. See Jury Instructions Section \_\_)

	YES	NO
Claim 1		
Claim 2		
Claim 3		
Claim 4		
Claim 5		
Claim 7		
Claim 9		
Claim 11		
Claim 12		
Claim 13		
Claim 14		
Claim 18		
Claim 19		
Claim 21		
Claim 22		

Claim 23		
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Claim 25		
Claim 28		
Claim 30		
Claim 31		
Claim 33		
Claim 34		
Claim 35		
Claim 41		
Claim 44		

Continue to the next section.

#### IV. FINDINGS ON DAMAGES AND WILLFULNESS

If you found at least one of the claims of the '796 Patent to be valid and infringed, please answer Questions 12 through 14.

Otherwise, skip to the signature page.

**Question 12 (Damages – Lost Profits):** What amount of damages in lost profits, if any, do you determine would compensate Victaulic for ASC's infringement through trial?

(See Jury Instructions Sections \_\_)

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**Question 13 (Damages – Reasonable Royalty):** For any infringing acts as to which you find Victaulic is not entitled to damages for lost profits, what amount of damages in the form of a reasonable royalty, if any, do you determine would compensate Victaulic for ASC's infringement through trial?

(See Jury Instructions Section \_\_)

\$ \_\_\_\_\_

**Question 14 (Willfulness):** Did Victaulic prove by a preponderance of the evidence that ASC's infringement was willful?

(See Jury Instructions Section \_\_)

YES (for Victaulic)	NO (for ASC)

You have now reached the end of the verdict form, and you should review it to ensure that it accurately reflects your unanimous determinations. All jurors should then sign the verdict form in the space below and notify the Court Security Officer that you have reached a verdict. The Foreperson should retain possession of the verdict form and bring it to the courtroom with the jury.

Dated: \_\_\_\_\_

Signed: